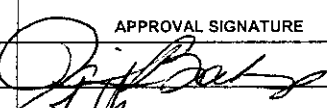
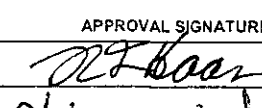
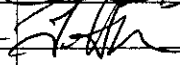
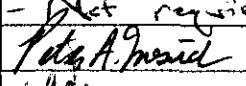

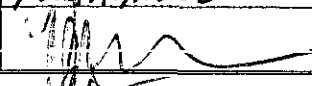
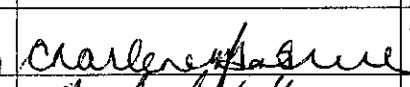


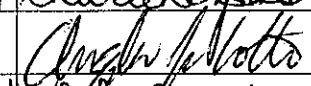

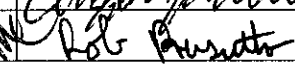


000283

REQUEST FOR COUNCIL ACTION  
CITY OF SAN DIEGO1. CERTIFICATE NUMBER  
(FOR AUDITOR'S USE)  
2800178100  
9/25

TO: CITY ATTORNEY		2. FROM (ORIGINATING DEPARTMENT): ENGINEERING & CAPITAL PROJECTS		3. DATE:			
4. SUBJECT: CONTRIBUTION AGREEMENT FOR IMPROVEMENTS TO POMERADO ROAD/MIRAMAR ROAD/I-15 INTERCHANGE							
5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) Larry Van We <sup>10W</sup> , 619 533 3005, MS612		6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) Brad Jacobsen, 619 533 3045, MS612		7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input type="checkbox"/>			
<b>8. COMPLETE FOR ACCOUNTING PURPOSES</b>							
FUND	39300			9. ADDITIONAL INFORMATION / ESTIMATED COST:			
DEPT.				\$250,000 from the Scripps Miramar Ranch Public Facilities Financing Plan			
ORGANIZATION							
OBJECT ACCOUNT	9544						
JOB ORDER	296705						
C.I.P. NUMBER							
AMOUNT	\$250,000						
<b>10. ROUTING AND APPROVALS</b>							
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT		8/22/07	8	DEPUTY CHIEF		9-4-07
2	EAS		8/24/07	9	COO	- Not required -	
3	EOCP- EXEMPT			10	CITY ATTORNEY		9/4/07
4	COUNCIL LIAISON OFFICE		8/22/07	11	ORIG. DEPT		9/14/07
5	FACILITIES FINANCING		8/27/07	DOCKET COORD:  COUNCIL LIAISON 			
6	FINANCIAL MANAGEMENT		8/28/07	✓	COUNCIL PRESIDENT 		
7	AUDITOR		8/31/07		<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: _____ COUNCIL DATE: 9/25/07		
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTIONS <input type="checkbox"/> ORDINANCE(S) <input type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)							
1) Approving a resolution authorizing the Mayor to enter into a Contribution Agreement with Caltrans for improvements to the Pomerado Road/Miramar Road/I-15 interchange; and 2) Authorizing the appropriation and expenditure of \$250,000 from Job Order 296705 (Caltrans Contribution Agreement for I-15), Fund 39300 (I-15 Improvements Fund) for the improvements to the Pomerado Road/Miramar Road/I-15 interchange; and 3) Approving a resolution to allow remaining interest and any future interest accrued in Fund 39300 to be used for transportation-related projects within the Scripps Ranch/Miramar Ranch North communities to be determined in future fiscal years.							
11A. STAFF RECOMMENDATIONS: Approve the resolutions							
12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)							
COUNCIL DISTRICT(S): 5							
COMMUNITY AREA(S): Scripps Miramar Ranch							
ENVIRONMENTAL IMPACT: This activity is covered under the MND and FONSI for I-15 Managed Lanes project, SCH#2002101112. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental document adequately covered this activity as part of the previously-approved project, the activity is not a separate project for purposes of CEQA review pursuant to State CEQA Guidelines Section 15060(c)(3).							
HOUSING IMPACT: None							
OTHER ISSUES: None							

## EXECUTIVE SUMMARY SHEET

DATE ISSUED:

REPORT NO.:

ATTENTION: Council President and City Council

ORIGINATING DEPARTMENT: Engineering and Capital Projects

SUBJECT: Contribution Agreement for Improvements to the Pomerado Road/Miramar Road/I-15 Interchange

COUNCIL DISTRICT(S): 5

CONTACT/PHONE NUMBER: Larry Van Wey, 619 533 3005

REQUESTED ACTION: (1) Approving a resolution authorizing the Mayor to enter into a Contribution Agreement with Caltrans for improvements to the Pomerado Road/Miramar Road/I-15 interchange; (2) Authorizing the appropriation and expenditure of \$250,000 from Job Order 296705 (Caltrans Contribution Agreement for I-15), Fund 39300 (I-15 Improvements Fund) for the improvements to the Pomerado Road/Miramar Road/I-15 interchange; (3) Approving a resolution to allow remaining interest and any future interest accrued in Fund 39300 to be used for transportation-related projects within the Scripps Ranch/Miramar Ranch North communities to be determined in future fiscal years.

STAFF RECOMMENDATION: Approve the resolutions

EXECUTIVE SUMMARY:

Caltrans is currently planning major highway improvements to Interstate 15 from State Route 163 to State Route 56. As part of these improvements, Caltrans will restripe westbound Pomerado Road at the Interstate 15 overpass, and will modify the on-ramp from westbound Pomerado Road to southbound Interstate 15. These improvements are being made at the request of the Scripps Miramar Ranch community planning group. Developer funds have been deposited into the I-15 Improvements Fund (39300) for this purpose and are part of the Scripps Miramar Ranch Public Facilities Financing Plan (PFFP). By entering into this Contribution Agreement with Caltrans for the interchange improvements, the City will be obligating \$250,000 from the I-15 Improvements Fund for the project.

FISCAL CONSIDERATIONS: \$250,000 will be expended from the I-15 Improvements Fund (39300) for this project.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: These improvements were requested by the Scripps Miramar Ranch community planning group.

KEY STAKEHOLDERS & PROJECTED IMPACTS:

Residents of the Scripps Miramar Ranch community will obtain improved access across Interstate-15 at Pomerado Road/Miramar Road, and improved access to Interstate-15 southbound as a result of the project.



Patti Boekamp

Director, Engineering & Capital Projects



Richard F. Haas

Deputy Chief of Public Works

000287

The City of San Diego  
**CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING

AC

2800178

DEPT.

NO.

446

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$250,000.00

Vendor: Caltrans

Purpose: Authorizing the appropriation and expenditure for a contribution agreement with Caltrans for improvements to Pomerado Road/Miramar Road/I-15 Interchange. CIP 296705

Date: August 31, 2007 By: *Bob Russett*

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	39300			9544					\$250,000.00
TOTAL AMOUNT										\$250,000.00

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2800178

GEN01I

## DAILY GENERAL LEDGER TRIAL BALANCE

FY: 08

PG

1

FUND

AS OF 08/31/07

BALANCE

NO

TITLE

DEBITS

CREDITS

39300

ACCT NO 006289

I-15 IMPROVEMENTS

8010

CASH IN TREASURY

282,151.07

.00

817001

ACCRUED INTEREST RECEIVABLE

3,403.57

.00

8705

DESIGNTD FOR UNREALIZED (LOSS)

315.59

.00

8950

FUND BALANCE

.00

281,308.95

89501

FUND BALANCE-ACCRUED INTEREST

.00

2,871.89

9020

REVENUE

.00

842.12

90202

OPER REV-ACCRUED INTEREST

.00

531.68

902032

UNREALIZED (LOSS)

.00

315.59

TOTAL

285,870.23

285,870.23

ALL DATA FOR THIS FUND HAS BEEN DISPLAYED. DEPRESS PF1 TO VIEW NEXT FUND NO.

---

RESOLUTION NUMBER R-

---

DATE OF FINAL PASSAGE 

---

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN  
DIEGO AUTHORIZING AN AGREEMENT WITH CALTRANS  
FOR IMPROVEMENTS TO THE POMERADO  
ROAD/MIRAMAR ROAD/I-15 INTERCHANGE IN THE  
SCRIPPS RANCH COMMUNITY PLAN AREA.

BE IT RESOLVED, by the Council of the City of San Diego [City], as follows:

1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Caltrans, for improvements under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR \_\_\_\_\_.

2. That the appropriation and expenditure of an amount not to exceed \$250,000 from Job Order No. 296705, Caltrans Contribution Agreement for I-15, Fund No. 39300, I-15 Improvements Fund, is authorized solely and exclusively for the purpose of providing funds for Project, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

3. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to allow remaining interest and any future interest accrued in Fund No. 39300, I-15 Improvements Fund, to be used for transportation-related projects within the Scripps Ranch/Miramar Ranch North communities to be determined in future fiscal years.

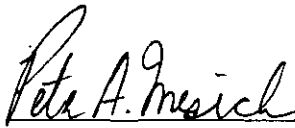
BE IT FURTHER RESOLVED, that this activity is covered under the MND and FONSI for I-15 Managed Lanes Project, SCH#2002101112. The activity is adequately addressed in the

environmental document and there is no change in circumstance, additional information, or

project changes to warrant additional environmental review. Because of the prior environmental document adequately covered this activity as part of the previously-approved project, the activity is not a separate project for purposes of CEQA review pursuant to State CEQA Guidelines Section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Peter A. Mesich  
Deputy City Attorney

PAM:cfq

09/04/07

Aud.Cert.:2800178

Or.Dept:E&CP

R-2008-186

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

11-SD-15  
EA 11-2T0911  
KP M17.2/M30.4  
Agreement No. 11-0634  
I-15 Managed Lanes Improvements

## **CONTRIBUTION AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 2007, is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as "**STATE**",

and the **City of San Diego**, a political subdivision of the State of California, referred to herein as "**CITY**"

### **RECITALS**

1. STATE and CITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a cooperative agreement to contribute funds for improvements to State highways within the City of San Diego.
2. STATE contemplates the construction of freeway improvements on I-15, in San Diego County from 0.1 KM south of the Routes 52/15 separation to Carroll Canyon Road Crossing, referred to herein as "PROJECT". The total Capital Construction cost for PROJECT is estimated at \$90,000,000.
3. CITY highly desires PROJECT to be completed and would like to make a one time, lump sum contribution of \$250,000 towards construction of PROJECT. Said contribution will be specifically for the portion of improvements within PROJECT as described in Article 4, Section I of this Agreement.
4. The parties hereto intend to define herein the terms and conditions under which the CITY's contribution is to be deposited with STATE and to be expended on PROJECT.



**SECTION I****STATE AGREES:**

1. To undertake and attempt to complete PROJECT.
2. To submit a billing to CITY, which billing will be forwarded fifteen (15) days prior to STATE's bid advertising date of the construction contract for PROJECT, in the amount of \$250,000 which figure represents CITY's maximum total lump sum contribution.
3. Upon completion and acceptance of the PROJECT construction contract, to provide to CITY with a report of expenditure of CITY's contribution.
4. To use CITY's funds only toward the construction capital of PROJECT, specifically for the re-striping of westbound Pomerado Road across the Pomerado Over-crossing structure and for the ramp modifications to the westbound to southbound on-ramp at the Pomerado Over-crossing structure.
5. STATE Point of Contact: Cory Binns, I-15 Corridor Manager N/S  
4050 Taylor Street, MS 333  
San Diego, CA 92110  
Tel: (619) 688-6621  
Fax: (858) 688-2587

**SECTION II****CITY AGREES:**

1. To deposit with STATE, within 25 days of receipt of billing therefore (which billing will be forwarded 15 days prior to STATE's bid advertising dated of a construction contract for PROJECT) a sum of \$250,000 which figure represents the lump sum total amount of CITY's contribution towards the cost of construction capital for PROJECT. CITY's total obligation for said PROJECT costs shall not exceed the amount of \$250,000 provided that CITY may, at its sole discretion, in writing, authorize a greater amount.
2. CITY Point of Contact: Brad Jacobsen  
City of San Diego  
1010 Second Avenue, Suite 800  
San Diego, CA 92101-4904; (619) 533-3005

**SECTION III****IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission.
2. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. This Agreement shall terminate following completion of the PROJECT, or on December 31, 2012, whichever is earlier in time.

**STATE OF CALIFORNIA**  
**Department of Transportation**

**CITY OF SAN DIEGO**

WILL KEMPTON  
Director of Transportation

By: \_\_\_\_\_  
Ross Cather  
Deputy District Director  
Program Project Management


By: \_\_\_\_\_  
City Manager

Certified as to funds:


By: \_\_\_\_\_  
District Budget Manager BK\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Approved as to form and procedure:

By:  \_\_\_\_\_  
Attorney  
Department of Transportation

Certified as to financial terms and conditions

By:  \_\_\_\_\_  
Accounting Administrator

Approved as to form:

\_\_\_\_\_  
City Attorney

